



ST JOHN THE BAPTIST PARISH  
ELIANA DEFRANCESCH Clerk of Court  
I certify that this is a true copy of the  
original filing that was recorded on:  
05/28/2021 9:45AM  
380727- MO  
#82951

**COOPERATIVE ENDEAVOR AGREEMENT**  
between the  
**STATE OF LOUISIANA**  
Through the  
**DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT**  
And  
**ST. JOHN THE BAPTIST PARISH**

Project Permit for the use and occupancy of the right-of-way of US 61 and LA 44 in St. John the Baptist Parish, Louisiana located from approximately 740 feet West of the intersection of LA 3188 and US 61, eastward on US 61 to LA 44, then southward on LA 44 to approximately 1720 feet south of US 61 for construction of sidewalks, pedestrian crossings, milling/overlay, pavement striping, curb/gutters, bike lanes, driveways, subsurface drainage, decorative lighting/associated electrical service equipment/underground conduit, brick pavers, and on-street parking along LA 44; (2) Certification for Permit Lighting on LA 44; (3) Vegetation Enhancement Permit for the use and occupancy of the right-of-way of US 61 and LA 44 in St. John the Baptist Parish located from Tiffany Drive, Laplace, Louisiana (Lat.: 30.074208 Long.: -90.504941) to West 5<sup>th</sup> Street, Laplace, Louisiana (Lat.: 30.063511 Long.: -90.484551) for the planting and/or removal, operation, and maintenance of the installation of bio swales, rain gardens, an interpretive park and street tree plantings, boulders, and vegetation within the right-of-way, including but not limited to, vegetation in retention and bio swales.

**THIS COOPERATIVE ENDEAVOR AGREEMENT** (hereinafter "Agreement"), for the public purposes hereinafter declared, is made and executed on this 23<sup>rd</sup> day of March, 2021, by and between the State of Louisiana through the Department of Transportation and Development (hereinafter "DOTD") and St. John the Baptist Parish (hereinafter "SJTB"). DOTD and SJTB are each sometimes referred to herein as "Party" or collectively as "Parties".

**RECITALS**

**WITNESSETH That:**

**WHEREAS**, Article VII, Section 14 (C) of the Constitution of the State of Louisiana provides that "[F]or a public purpose, the State and its political subdivisions or political corporations may engage in cooperative endeavors with each other, with the United States or its agencies, or with any public or private association, corporation, or individual";

**WHEREAS**, SJTB requested a Project Permit for the use and occupancy of the right-of-way of US 61 and LA 44 in St. John the Baptist Parish, Louisiana located from approximately 740 feet west of the intersection of LA 3188 and US 61, eastward on US 61 to LA 44, then southward on LA 44 to approximately 1720 feet south of US 61 for construction of sidewalks, pedestrian crossings, milling/overlay, pavement striping, curb/gutters, bike lanes, driveways, subsurface drainage, decorative lighting/associated electrical service equipment/underground conduit, brick pavers, and on-street parking along LA 44;

**WHEREAS**, SJTB requested a Vegetation Enhancement Permit for the use and occupancy of the right-of-way of US 61 and LA 44 in St. John the Baptist Parish located from Tiffany Drive, Laplace, Louisiana (Lat.: 30.074208 Long.: -90.504941) to West 5<sup>th</sup> Street, Laplace, Louisiana (Lat.: 30.063511 Long.: -90.484551) for the planting and/or removal, operation, maintenance, and installation of bio swales, rain gardens, an interpretive park and street tree plantings, boulders, pavers, and vegetation within the right-of-way, including but not limited to, vegetation in retention and bio swales;

**WHEREAS**, SJTB requested a Certification for Permit Lighting on LA 44;

**WHEREAS**, the (1) Project Permit, (2) Certification for Permit Lighting on State Highways, and (3) Vegetation Enhancement Permit, as approved by DOTD shall be incorporated herein by reference; and

**WHEREAS**, DOTD wishes to cooperate with SJTB by permitting the construction of the elements/facility(ies) subject to the project permit(s) under the terms and conditions set forth herein;

**NOW, THEREFORE**, in consideration of the premises and the mutual covenants herein contained, the Parties hereby agree as follows:

## **ARTICLE I** **SCOPE AND PURPOSE**

- 1.1 The Recitals set forth above are hereby incorporated herein and expressly made a part of this Agreement.
- 1.2 The captions or headings in this Agreement are for convenience only and in no way define, limit, or describe the scope or extent of any provisions of this Agreement.

## **ARTICLE II** **RESPONSIBILITIES OF THE PARTIES**

### **2.1 Responsibilities of DOTD**

- 2.1.1 DOTD shall not be responsible for any funding or processing of payment for the work related to the facility(ies) associated with the Project Permit(s).
- 2.1.2 DOTD shall be responsible for maintenance of LA 44, which includes the roadway travel lanes, striping in accordance with the United States Department of Transportation – Federal Highway Administration’s Manual on Uniform Traffic Control Devices (MUTCD), and roadway drainage structures constructed in the Project associated with the Project Permit.



## **2.2 Responsibilities of SJTB**

- 2.2.1 As Permittee, SJTB shall be solely responsible and liable for all elements constructed under the permit during the lifetime of the elements.
- 2.2.2 All costs associated with the Project shall be the responsibility of SJTB.
- 2.2.3 Any facility, including but not limited to, signing placed on the highway right-of-way by SJTB shall be placed in accordance with existing applicable laws, the standards of DOTD, and the United States Department of Transportation – Federal Highway Administration’s Manual on Uniform Traffic Control Devices (MUTCD).
- 2.2.4 SJTB shall be solely responsible for all aspects of the Project, including but not limited to, design, engineering, and construction. The Plans and Specifications for the Project and all work performed on the Project shall be performed in accordance with the most current edition of the Louisiana Standard Specifications for Roads and Bridges, as amended.
- 2.2.5 SJTB shall provide construction administration and inspection services during construction in accordance with normal DOTD procedures.
- 2.2.6 Prior to the issuance of permits for the construction of the Project, SJTB shall provide documentation acceptable to DOTD to ensure that all environmental aspects associated with the Project shall be in compliance with all applicable state and federal laws, rules, and regulations.
- 2.2.7 SJTB is the owner of the facility for which the permits are requested and shall be solely responsible for all costs associated with any and all maintenance and repair required for the facility and costs required for the operation of the facility(ies) during its lifetime at its own expense.
- 2.2.8 SJTB shall assume ownership and all liability and responsibility for lighting system during its lifetime, including but not limited to, all maintenance and operation and the costs thereof, including but not limited to, repair, replacement, and energy costs.
- 2.2.9 SJTB shall submit a project Maintenance Operation and Inspection Plan for DOTD acceptance prior to construction, which covers the managing, financing, inspecting, maintaining and repairing, in accordance with applicable codes and design guides of each project component, including but not limited to, sidewalks, bike paths, landscaping, mulching, pruning, weeding, and mowing.

Prior to the construction and installation of the lighting system, SJTB shall submit to DOTD for approval a copy of its Operational Plan which covers managing, financing, inspecting, and repairing the system, all as outlined in the latest edition of the DOTD publication, “A Guide to Constructing, Operating, and Maintaining Highway Lighting

Systems". SJTB shall provide DOTD with documentation of the utility services account in SJTB's name.

### **ARTICLE III**

#### **TERM AND TERMINATION**

The terms and provisions of this Agreement shall be effective from the date of execution and shall be binding upon the parties hereto until all work is completed and accepted, and all obligations and conditions contained herein have been satisfied; however, this Agreement may be terminated under any of the following conditions:

- A. By mutual written agreement and consent of the parties hereto; or
- B. By SJTB should it desire to cancel the Project, provided SJTB restores the existing DOTD right-of-way to the condition it was in prior to entering into this Agreement; or
- C. By DOTD giving written notice to SJTB setting forth the effective date of termination. Any permit granted by DOTD is subject to revocation at any time.

### **ARTICLE IV**

#### **INDEMNIFICATION**

SJTB shall indemnify, defend, and hold harmless DOTD against any and all claims, losses, liabilities, demands, suits, causes of action, damages, expenses (including attorneys' fees), and judgments of sums of money sustained by it or any person or persons growing out of, resulting from, or by reason of any act or omission of DOTD, its agents, servants, independent contractors, or employees while engaged in, about, or in connection with the discharge or performance of the terms of this Agreement or in connection with the services required or performed by SJTB, discharge or performance of any work performed to complete the Project, or resulting from the ownership, possession or control of the improvement during its lifetime.

### **ARTICLE V**

#### **ENGINEERING**

- 5.1 SJTB has engaged a qualified consultant for the performance of all engineering services, including but not limited to, the pre-construction engineering services necessary for the preparation of completed plans, specifications, and cost estimates for the Project. SJTB shall be responsible for all fees and costs associated with the performance of these services. The Plans and Specifications shall be prepared in accordance with the current edition of the Louisiana Standard Specifications for Roads and Bridges, as amended, and shall provide technical administration and inspection services during construction in accordance with normal DOTD procedures.



5.2 SJTB acknowledges and confirms that:

- (a) DOTD has not participated in and will not participate in the drafting or other preparation of the Plans and Specifications associated with the facility/elements subject to the Project Permit(s);
- (b) DOTD is not otherwise the author of the Plans and Specifications associated with the facility/elements subject to the Project Permit(s);
- (c) SJTB undertakes sole responsibility for the sufficiency, constructability, validity, or accuracy of the Plans and Specifications associated with the facility/elements subject to the Project Permit(s); and
- (d) SJTB shall hold DOTD harmless to the extent of any liability resulting from any defect or insufficiency in the Plans and Specifications associated with the facility/elements subject to the Project Permit(s).

**ARTICLE VI**  
**CONSTRUCTION ADMINISTRATION AND INSPECTION**

- 6.1. SJTB and/or SJTB's consultant shall provide contract administration, through a project engineer licensed in the State of Louisiana, and construction inspection for the duration of the Project. All inspectors must minimally possess the same certifications and fulfill the same requirements DOTD necessitates of its own construction inspectors. Construction inspectors shall operate independently of the construction contractors and subcontractors for the Project.
- 6.2. SJTB shall not select or approve any consultant, sub-consultant, contractor, or sub-contractor who is on DOTD's Disqualified List or debarred from consideration for the awarding of contracts and participating in the performance of a contract pursuant to La. R.S. 48:295.1 *et seq.*
- 6.3. SJTB shall be responsible for any contract costs attributable to the errors and omissions of its consultants or sub-consultants.
- 6.4. DOTD shall assign an engineer from its District 62 office to serve as a Construction Coordinator for DOTD for the duration of the Project. The Construction Coordinator shall make intermittent trips to the site of the Project and shall advise SJTB's project engineer of any discrepancies noted. The SJTB's project engineer shall ensure that any such discrepancies are promptly corrected. The Construction Coordinator shall review change orders and requests for information to ensure that the Project is performed in a manner acceptable to DOTD.

- 6.5. Except where a deviation has been mutually agreed to in writing by both DOTD and SJTB, the following specific requirements shall be applicable to the Project:
- (a) When it is stipulated in the latest edition of the Louisiana Standard Specifications for Roads and Bridges that approval by the project engineer or DOTD is required for equipment and/or construction procedures, such approval must be obtained through the DOTD Construction Section. All DOTD policies and procedures for obtaining such approval shall be followed.
  - (b) All construction inspection personnel utilized by the SJTB and/or SJTB's consultant must meet the same qualifications required by DOTD construction inspection personnel. Where certification in a specific area is required, such personnel must meet the certification requirements of DOTD.
  - (c) All contract administration procedures applicable to the Project must be in accordance with DOTD guidelines and policies established by the Construction Contract Administration Manual, latest edition, the DOTD Engineering Directive and Standard Manual (EDSM) and any applicable memoranda. The documents shall be made available to SJTB's consultant.
  - (d) All materials to be tested shall be sampled in accordance with DOTD's Sampling Manual.
  - (e) SJTB will be responsible for all costs associated with quality assurance material testing performed by a private laboratory.
  - (f) All private laboratory personnel utilized by the SJTB or SJTB's consultant(s) must meet the same qualifications required of DOTD laboratory personnel. Where certification in a specific area is required, such personnel must meet the certification requirements of DOTD. The private laboratory used shall be American Association of State Highway and Transportation Officials (hereafter "AASHTO") accredited. The private laboratory personnel utilized shall be AASHTO certified.
- 6.6 All lane closures shall be approved by the DOTD District Traffic Operations Engineer (hereafter "DTOE"). SJTB and/or SJTB's consultant shall provide a minimum of seven (7) days' notice to the DTOE.
- 6.7 If at any time the SJTB does not fulfill its obligations to maintain the elements/facility(ies) subject to the project permit(s), DOTD reserves the right to make the necessary repairs and submit a bill for payment to the entity for reimbursement of costs for time, material and equipment used to make necessary repairs to the elements/facility(ies) owned and maintained by SJTB subject to the project permits. DOTD may provide written notice to SJTB of conditions which require maintenance or necessary repairs to the elements/facility(ies) subject to the project permit(s) that must be resolved within ten (10) days of SJTB's receipt of notice. If said notice is not resolved within ten (10) days of



SJTB's receipt of the notice, DOTD may enter the site of the Project and make necessary repairs, at SJTB's cost. Within thirty (30) days of SJTB's receipt of a detailed invoice or record of the final payment amount of the expenses incurred for the repair from DOTD, SJTB shall reimburse DOTD for actual expenses, including but not limited to, all administrative and legal expenses incurred, as applicable.

## **ARTICLE VII**

### **FINAL ACCEPTANCE OF LIGHTING SYSTEM**

DOTD shall be responsible for making the final inspection and Final Acceptance of the lighting system. Before making final inspection, DOTD shall give SJTB a minimum of two (2) weeks notification, so that SJTB may have representatives present to participate in the final inspection. DOTD shall provide SJTB with a copy of the Final Acceptance letter. SJTB shall record the Final Acceptance letter in the conveyance records of the Parish of St. John the Baptist, and shall provide a certified copy of said recordation to DOTD Project Manager. SJTB shall record this Agreement and provide a certified copy of said recordation to the DOTD permit section at the time of Final Acceptance.

Upon completion and Final Acceptance of the lighting system by DOTD, SJTB will immediately assume ownership of the lighting system and shall be responsible for all maintenance, operation, consumables, and repair of the light system and all cost associated with the maintenance, operation, and repair of the light system at its expense solely for as long as the right-of-way upon which the lighting system is located remains in the State Highway System, including but not limited to, the energizing of the system and the repair and/or replacement of any elements of the system which may malfunction or become damaged.

SJTB agrees that, at any time after Final Acceptance, SJTB shall be responsible for marking the field location and depth of all underground conduits and components of the lighting system within DOTD's right of way within forty-eight (48) hours, excluding weekends and holidays, of receiving written request for same from DOTD. SJTB shall provide DOTD with a copy of as-built plans indicating the location and depth of the lighting system's underground conduits and components.

## **ARTICLE VIII**

### **AMENDMENTS & MODIFICATIONS**

- 8.1 This Agreement may be amended or modified at any time by mutual consent of the parties, provided that any alteration, variation, modification, or waiver of provisions of this Agreement shall be valid only when reduced to writing and executed by all Parties.
- 8.2 This Agreement, including the Project Permit, Certification for Permit Lighting, and Vegetation Enhancement Permit, as approved by DOTD, contains the entire agreement between the parties. No representations were made or relied upon by either party, other than those that are expressly set forth herein.

**ARTICLE IX**  
**CONTROLLING LAW, LEGAL COMPLIANCE, AND VENUE**

- 9.1 The validity, interpretation, and performance of this Agreement shall be controlled and construed in accordance with the laws of the State of Louisiana.
- 9.2 The Parties shall comply with all applicable federal, state, and local laws, regulations and ordinances, including specifically, but not limited to, the Louisiana Code of Government Ethics (La. R.S. 42:1101, *et seq.*) in carrying out the provisions of this Agreement.
- 9.3 The exclusive venue for any suit arising out of this Agreement shall be in the Nineteenth Judicial District Court for the Parish of East Baton Rouge, State of Louisiana.

**ARTICLE X**  
**ASSIGNMENTS**

SJTB shall not assign any interest in this Agreement by assignment, transfer, or novation, without prior written consent of DOTD.

**ARTICLE XI**  
**SURVIVAL OF OBLIGATIONS**

Any obligations to be performed after the expiration of the term of this Agreement shall survive this Agreement. The Parties agree that any obligations and duties which by their nature extend beyond the expiration or termination of this Agreement shall survive any expiration or termination of this Agreement.

**ARTICLE XII**  
**SEVERABILITY**

If any term, covenant, condition, or provision of this Agreement or the application thereof to any person or circumstance shall, at any time or any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such term, covenant, condition, or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term, covenant, condition, and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.



**ARTICLE XIII**  
**NOTICES**

All notices and other communications pertaining to this Agreement shall be in writing and shall be transmitted either by personal hand-delivery or by placing same in the United States mail, properly addressed and postage prepaid to:

Dr. Shawn Wilson, Ph.D.  
Secretary  
Louisiana Department of  
Transportation and Development  
1201 Capitol Access Rd.  
Baton 225-379-1232

Jaclyn Hotard  
Parish President  
Saint John the Baptist Parish  
1811 W. Airline Highway  
LaPlace, LA 70068  
985-652-9569

[The remainder of this page is intentionally left blank]

**IN WITNESS WHEREOF**, the parties hereto have caused these presents to be executed by their respective officers thereunto duly authorized as of the day and year first above written.

**WITNESSES:**

**ST. JOHN THE BAPTIST PARISH**

Deanna Schexnayder  
Deanna Schexnayder (Print Name)

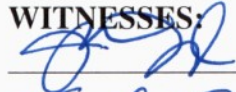
Megem C. Jenkins  
Megem C. Jenkins (Print Name)

By: Jacklyn Hotard  
Jacklyn Hotard  
Parish President



**IN WITNESS WHEREOF**, the parties hereto have caused these presents to be executed by their respective officers thereunto duly authorized as of the day and year first above written.

**WITNESSES:**



Jennifer Farlow (Print Name)



Kimberly R. Jones (Print Name)

**STATE OF LOUISIANA,  
DEPARTMENT OF TRANSPORTATION  
AND DEVELOPMENT**

By: 

Shawn D. Wilson, Ph.D.

Secretary

**ST. JOHN THE BAPTIST PARISH**  
**STATE OF LOUISIANA**

**RESOLUTION**

**21-41**

Councilman Wright proposed and Councilwoman Duhe-Griffin seconded the following resolution:

**THE ST. JOHN THE BAPTIST PARISH COUNCIL HEREBY RESOLVES:**

**A RESOLUTION AUTHORIZING ST. JOHN THE BAPTIST PARISH TO ENTER INTO A COOPERATIVE ENDEAVOR AGREEMENT (CEA) WITH THE STATE OF LOUISIANA THROUGH THE DEPARTMENT OF TRANSPORTATION TO COMPLETE THE PERMIT FOR THE LA SAFE AIRLINE AND MAIN COMPLETE STREETS PROJECT**

**WHEREAS**, Article IV, Section H (2) and (5) of the St. John the Baptist Parish Home Rule Charter permits the Parish Council to adopt a resolution when authorizing a designated person(s) to execute a previously approved contract on its behalf and/or to perform a ministerial act related to the administrative business of the Parish; and

**WHEREAS**, Article VII, Section 14(c) of the Constitution of the State of Louisiana provides that "for a public purpose, the State and its political subdivisions or political corporations may engage in cooperative endeavors with each other, with the United States or its agencies, or with any public or private association, corporation or individual; and

**WHEREAS**, St. John the Baptist Parish received \$6 million in funds to design and construct the LA SAFE Airline and Main Complete Streets project from the Louisiana Office of Community Development; and

**WHEREAS**, St. John the Baptist Parish desires to construct said improvements, including sidewalks, pedestrian crossings, milling/overlay, pavement striping, curb/gutters, bike lanes, driveways, subsurface drainage, decorative lighting, brick pavers, and on-street parking within State Right-of-Way along both Airline Highway (US 61) and Main Street (LA 44); and

**WHEREAS**, St. John the Baptist Parish has applied for permits from the Louisiana Department of Transportation (DOTD) to construct said improvements; and

**WHEREAS**, in order to complete permitting and outline maintenance responsibilities and liability provisions, it is necessary to enter into a Cooperative Endeavor Agreement (CEA); and

**WHEREAS**, the public purpose of this CEA is to provide for quality improvements to both Airline Highway and Main Street in the form of landscaping, drainage and pedestrian improvements.

**NOW, THEREFORE, BE IT RESOLVED**, by the St. John the Baptist Parish Council, that Parish President, Jaclyn Hotard is hereby authorized to sign and/or execute the Cooperative Endeavor Agreement with the State of Louisiana through the Department of Transportation to complete the permit for the LA SAFE Airline and Main Complete Streets project.

This Resolution having been submitted to a vote, the vote thereon was as follows:

YEAS: Malik, Torres, Houston, Becnel, Duhe-Griffin, Arcuri, Wright

NAYS: None

ABSTAIN: None

ABSENT: Schnyder & Madere

And, the resolution was declared adopted on this, the 23<sup>rd</sup> day of March, 2021.



Kurt Beene

Council Chairman

Jackie Landeche

Secretary

Approved: X

Veto: \_\_\_\_\_

Jackie Landeche

Parish President

\* \* \* \* \*

C E R T I F I C A T E

I, Jackie Landeche, Secretary of the Council of the Parish of St. John, State of Louisiana, hereby certify that the foregoing is a true and correct copy of a resolution adopted by the St. John Parish Council in regular meeting held on the 23<sup>rd</sup> day of March, 2021.

Signed at Laplace, Louisiana this 23<sup>rd</sup> day of March, 2021.

Jackie Landeche

Jackie Landeche  
Secretary

